UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/017,814	12/14/2001	Asit Dan	YOR920010775US1	5023

7590	03/17/2005

IBM CORPORATION
INTELLECTUAL PROPERTY LAW DEPT.
P.O. BOX 218
YORKTOWN HEIGHTS, NY 10598

EXAMINER
CANGIALOSI, SALVATORE A

ART UNIT	PAPER NUMBER
3621	

DATE MAILED: 03/17/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<table>
<tr>
<td rowspan="2"><i>Office Action Summary</i></td>
<td>Application No.</td>
<td>Applicant(s)</td>
<td rowspan="2"></td>
</tr>
<tr>
<td>10/017,814</td>
<td>DAN ET AL.</td>
</tr>
<tr>
<td></td>
<td>Examiner</td>
<td>Art Unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Salvatore Cangialosi</td>
<td>3621</td>
<td></td>
</tr>
</table>

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM
THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *16 December 2004*.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-31* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-31* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5) ☐ Notice of Informal Patent Application (PTO-152)

6) ☐ Other: _____.

1.   The following is a quotation of 35 U.S.C. § 103 which forms

the basis for all obviousness rejections set forth in this Office

action:

> A patent may not be obtained though the invention is not
> identically disclosed or described as set forth in section
> 102 of this title, if the differences between the subject
> matter sought to be patented and the prior art are such that
> the subject matter as a whole would have been obvious at the
> time the invention was made to a person having ordinary
> skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which
> the invention was made.
>
> Subject matter developed by another person, which qualifies
> as prior art only under subsection (f) or (g) of section 102
> of this title, shall not preclude patentability under this
> section where the subject matter and the claimed invention
> were, at the time the invention was made, owned by the same
> person or subject to an obligation of assignment to the same
> person.

2.   Claims 1-31 are rejected under 35 U.S.C. § 103 as being

unpatentable over Riggan et al(6490252) or Zinky et al(6691148)

in view of Sreenan(5742772) and either Broerman (6401111) or Dan

et al(6401111).

Regarding claim 1, Riggan et al(See Figs. 3A-6,

Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or

Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and

7 and claims 1-27) disclose method for creating and monitoring a

quality of service contract by electronic means between at least

two parties with a plurality of intervening network management

interfaces substantially as claimed. The differences between the

above and the claimed invention is the use of a sponsored party.

It is noted that, in as much as the sponsored party is and

intervening party between the user and the service provider, any

network management interface performing the same function would

be functionally equivalent to the claim limitations. Note the

arguments dated 12/16/2004 are moot due the new ground of

rejection. Sreenan (See Figs. 6-7) show a resource manager

intervening interface in a QOS contract environment. Each of Dan

et al(See Fig. 11 and cols. 1 and 2) or Broerman (See Fig. 3)

show a multiplicity of distinct parties between the two

parties(buyer and seller) to a transaction and it is obvious that

these parties are equivalent to sponsored parties. It would have

been obvious to the person having ordinary skill in this art to

provide a similar arrangement for Riggan et al or Zinky et al as

taught by Sreenan because resource manager intervening interfaces

are conventional functional equivalents of the claim limitations.

Regarding the sponsor party limitations of claim 2, the Sreenan's

use of resource manager intervening interfaces are conventional

functional equivalents of the claim limitations. Regarding

contract limitations of claim 3, Riggan et al(See Figs. 3A-6,

Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or

Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and

7 and claims 1-27) disclosed method for creating and monitoring a

quality of service contract by electronic means between at least

two parties with a plurality of intervening network management

interfaces is conventional functional equivalent of the claim

limitations. Regarding monitoring limitations of claim 4, Riggan

et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines 15-55,
Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3,
lines5-20, Cols. 6 and 7 and claims 1-27) disclosed method for
creating and monitoring a quality of service contract by
electronic means between at least two parties with a plurality of
intervening network management interfaces is conventional
functional equivalent of the claim limitations. Regarding the
distinctness limitations of claim 5, the distinct resource
manager intervening interfaces of Sreenan are conventional
functional equivalents of the claim limitations. Regarding
service level limitations of claim 6, Riggan et al(See Figs. 3A-
6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50)
or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6
and 7 and claims 1-27) disclosed method for creating and
monitoring a quality of service contract is conventional
functional equivalent of the claim limitations. Regarding
service level limitations of claim 7, Riggan et al(See Figs. 3A-
6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50)
or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6
and 7 and claims 1-27) disclosed method for creating and
monitoring a quality of service contract between at least two
parties with a plurality of distinct intervening network
management interfaces is conventional functional equivalent of
the claim limitations. Regarding the violation notice
limitations of claim 8, the distinct resource manager notifying

client of error(Col. 11, lines 25-35) of Sreenan are conventional

functional equivalents of the claim limitations. Regarding

outsourcing of service limitations of claim 9, Riggan et al(See

Fig. Element 212) method for creating and monitoring a quality of

service contract between at least two parties with a plurality of

distinct intervening network management interfaces employing

alternate networks is the conventional functional equivalent of

the claim limitations. Regarding monitoring limitations of claim

10, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4,

lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5,

8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of intervening network management interfaces is conventional

functional equivalent of the claim limitations. Regarding

additional service limitations of claim 11, Riggan et al(See Fig.

Element 212) method for creating and monitoring a quality of

service contract between at least two parties with a plurality of

distinct intervening network management interfaces employing

alternate networks is the conventional functional equivalent of

the claim limitations. Regarding multi-party limitations of claim

12, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4,

lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5,

8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of distinct intervening network management interfaces is

conventional functional equivalent of the claim limitations.

Regarding contract limitations of claim 13, Riggan et al(See

Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7,

lines 30-50) or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-

20, Cols. 6 and 7 and claims 1-27) disclosed method for creating

and monitoring a quality of service contract by electronic means

between at least two parties with a plurality of distinct

intervening network management interfaces is conventional

functional equivalent of the claim limitations. Regarding system

limitations of claim 14, Riggan et al(See Figs. 3A-6, Col. 1,

lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of distinct intervening network management interfaces including

system configuration(See Fig. 2) is conventional functional

equivalent of the claim limitations. Regarding violation

limitations of claims 15-17, Riggan et al(See Figs. 3A-6, Col. 1,

lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of distinct intervening network management interfaces including

violation monitoring(See Col. 5, lines30-40) and correction is

conventional functional equivalent of the claim limitations.

Regarding claim 18, Riggan et al(See Figs. 3A-6, Col. 1, lines50-
65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See
Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-
27) disclose means for creating and monitoring a quality of
service contract by electronic means between at least two parties
with a plurality of intervening network management interfaces
substantially as claimed. The differences between the above and
the claimed invention is the use of a sponsored party. It is
noted that, in as much as the sponsored party is and intervening
party between the user and the service provider, any network
management interface performing the same function would be
functionally equivalent to the claim limitations. Sreenan (See
Figs. 6-7) show a resource manager intervening interface in a QOS
contract environment. Each of Dan et al(See Fig. 11 and cols. 1
and 2) or Broerman (See Fig. 3) show a multiplicity of distinct
parties between the two parties(buyer and seller) to a
transaction and it is obvious that these parties are equivalent
to sponsored parties. It would have been obvious to the person
having ordinary skill in this art to provide a similar
arrangement for Riggan et al or Zinky et al as taught by Sreenan
because resource manager intervening interfaces are conventional
functional equivalents of the claim limitations. Regarding the
sponsor party limitations of claim 19, the Sreenan's use of
resource manager intervening interfaces are conventional
functional equivalents of the claim limitations. Regarding

contract limitations of claim 20, Riggan et al(See Figs. 3A-6,

Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50) or

Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and

7 and claims 1-27) disclosed method for creating and monitoring a

quality of service contract by electronic means between at least

two parties with a plurality of intervening network management

interfaces is conventional functional equivalent of the claim

limitations.   Regarding monitoring limitations of claim 21,

Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines

15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11,

Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of intervening network management interfaces is conventional

functional equivalent of the claim limitations. Regarding the

distinctness limitations of claim 22, the distinct resource

manager intervening interfaces of Sreenan are conventional

functional equivalents of the claim limitations. Regarding

service level limitations of claim 23, Riggan et al(See Figs. 3A-

6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50)

or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6

and 7 and claims 1-27) disclosed method for creating and

monitoring a quality of service contract is conventional

functional equivalent of the claim limitations.   Regarding

service level limitations of claim 24, Riggan et al(See Figs. 3A-

6, Col. 1, lines50-65, Col. 4, lines 15-55, Col. 7, lines 30-50)

or Zinky et al (See Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6

and 7 and claims 1-27) disclosed method for creating and

monitoring a quality of service contract between at least two

parties with a plurality of distinct intervening network

management interfaces is conventional functional equivalent of

the claim limitations. Regarding the violation notice

limitations of claim 25, the distinct resource manager notifying

client of error(Col. 11, lines 25-35) of Sreenan are conventional

functional equivalents of the claim limitations. Regarding

outsourcing of service limitations of claim 26, Riggan et al(See

Fig. Element 212) method for creating and monitoring a quality of

service contract between at least two parties with a plurality of

distinct intervening network management interfaces employing

alternate networks is the conventional functional equivalent of

the claim limitations. Regarding task limitations of claim 27,

Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4, lines

15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5, 8-11,

Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of intervening network management interfaces is conventional

functional equivalent of the claim limitations. Regarding

additional service limitations of claim 28, Riggan et al(See Fig.

Element 212) method for creating and monitoring a quality of

service contract between at least two parties with a plurality of

distinct intervening network management interfaces employing

alternate networks is the conventional functional equivalent of

the claim limitations. Regarding multi-party limitations of claim

29, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4,

lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5,

8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclosed

method for creating and monitoring a quality of service contract

by electronic means between at least two parties with a plurality

of distinct intervening network management interfaces is

conventional functional equivalent of the claim limitations.

Regarding claim 30, Riggan et al(See Figs. 3A-6, Col. 1, lines50-

65, Col. 4, lines 15-55, Col. 7, lines 30-50) or Zinky et al (See

Figs. 3-5, 8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-

27) disclose means for creating and monitoring a quality of

service contract by electronic software means between at least

two parties with a plurality of intervening network management

interfaces substantially as claimed. The differences between the

above and the claimed invention is the use of a sponsored party.

It is noted that, in as much as the sponsored party is and

intervening party between the user and the service provider, any

network management interface performing the same function would

be functionally equivalent to the claim limitations. Sreenan

(See Figs. 6-7) show a resource manager intervening interface in

a QOS contract environment. Each of Dan et al(See Fig. 11 and

cols. 1 and 2) or Broerman (See Fig. 3) show a multiplicity of
distinct parties between the two parties(buyer and seller) to a
transaction and it is obvious that these parties are equivalent
to sponsored parties. It would have been obvious to the person
having ordinary skill in this art to provide a similar
arrangement for Riggan et al or Zinky et al as taught by Sreenan
because resource manager intervening interfaces are conventional
functional equivalents of the claim limitations. Regarding claim
31, Riggan et al(See Figs. 3A-6, Col. 1, lines50-65, Col. 4,
lines 15-55, Col. 7, lines 30-50) or Zinky et al (See Figs. 3-5,
8-11, Col. 3, lines5-20, Cols. 6 and 7 and claims 1-27) disclose
system for creating and monitoring a quality of service contract
by electronic means between at least two parties with a plurality
of intervening network management interfaces including violation
monitoring(See Col. 5, lines30-40, Riggan et al) substantially
as claimed. The differences between the above and the claimed
invention is the use of a sponsored party. It is noted that, in
as much as the sponsored party is and intervening party between
the user and the service provider, any network management
interface performing the same function would be functionally
equivalent to the claim limitations. Sreenan (See Figs. 6-7)
show a resource manager intervening interface in a QOS contract
environment. Each of Dan et al(See Fig. 11 and cols. 1 and 2) or
Broerman (See Fig. 3) show a multiplicity of distinct parties
between the two parties(buyer and seller) to a transaction and it

is obvious that these parties are equivalent to sponsored

parties. It would have been obvious to the person having

ordinary skill in this art to provide a similar arrangement for

Riggan et al or Zinky et al as taught by Sreenan because resource

manager intervening interfaces are conventional functional

equivalents of the claim limitations.

Any inquiry concerning this communication should be directed

to Salvatore Cangialosi at telephone number (703) 305-1837. The

examiner can normally be reached 6:30 Am to 5:00 PM, Tuesday

through Friday. If attempts to reach the examiner by telephone

are unsuccessful, the examiner's supervisor, James Trammell, can

be reached at (703) 305-9768.

Any response to this action should be mailed to:

        Mail Stop Amendment
        Commissioner for Patents
        P.O. Box 1450
        Alexandria, VA 22313-1450

        or faxed to (703)872-9306

    Hand delivered responses should be brought to

            United States Patent and Trademark Office
            Customer Service Window
            Randolph Building
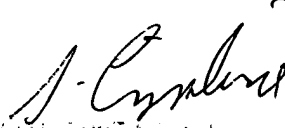   401 Dulany Street
            Alexandria, VA 22314

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Technology Center 3600 Customer Service Office whose telephone number is **(703) 306-5771**.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

SALVATORE CANGIALOSI
PRIMARY EXAMINER
ART UNIT 222